

THE CITY OF SEATTLE  
SEATTLE PARKS AND RECREATION

2016 REQUEST FOR PROPOSALS (RFP) – FOR URBAN PARKS PARTNERSHIP FOR  
ACTIVATION AND PROGRAMMING OF  
SELECT DOWNTOWN PARKS

Proposal Due Date – Friday, March 4, 2016 by 4:00 pm



SEATTLE PARKS & RECREATION  
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These materials and electronic copies of the forms are available at:  
<http://www.seattle.gov/parks/partnerships/rfp.htm>

*Seattle Parks and Recreation (SPR) is inviting all interested Community Organizations to submit proposals for the activation and programming of select Downtown Parks to increase opportunities for positive public use and enjoyment of these public spaces. Proposals need to encompass activation and programming for one or more of five lead Downtown Parks: Bell Street Park, Cascade Playground, Freeway Park, Victor Steinbrueck Park, and Hing Hay Park. Some additional parks may also be included, as listed below.*

*The Urban Parks Partnership Initiative will support new ideas in building sustainable community partnerships that can provide vibrant, welcoming, and safe public places through activation and programming, funding, and community engagement.*

**SEATTLE PARKS AND RECREATION**  
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**PROPOSAL DUE DATE – FRIDAY, MARCH 4, 2016 BY 4:00 PM**

## **I. URBAN PARKS PARTNERSHIP FOR ACTIVATION AND PROGRAMMING OF SELECT DOWNTOWN PARKS OVERVIEW**

Seattle Parks and Recreation (SPR) is inviting all interested parties to submit proposals for the opportunity to formally partner with the City of Seattle (City), by and through SPR and a short term Partnership Agreement(s) (from signing through the end of 2016), with possible renewal for a second, full-calendar year in 2017. Partnership Agreements may be issued for up to five Lead Park Sites starting in 2016, to provide for the activation and programming of these sites, including services, activities and events to increase positive public use and enjoyment of these public spaces.

SPR's primary goal in developing new partnership models is to maximize community access to, and positive use of downtown parks through a structure where SPR partners with community organizations. SPR hopes to identify partners who can offer activation and programming to the community and make productive use of public funds to help stretch the City's resources beyond what tax dollars might be able to provide.

In this endeavor, SPR supports the goal of actively engaging community partners, including community members, 'friends-of' groups, and organizations, referred to herein as "Community Organizations". Proposals need to encompass activation and programming for at least one of the Lead Parks: Bell Street Park, Cascade Playground, Freeway Park, Victor Steinbrueck Park, or Hing Hay Park. Additional park sites, as listed below, may be added into proposals.

Up to five short-term agreements will be issued in the spring of 2016, ending on December 31, 2016, with the possibility to renew for a second-year. After the first or second year, a multi-year agreement may be negotiated pending City Council approval.

Under the Partnership, SPR will:

- Provide funding as seed money for the activation and programming of select Downtown Parks through the Seattle Park District Investment Initiative 4.11.
- Continue to maintain SPR properties and to provide Park Rangers, as available.
- Continue to permit all events and activities, including Free Speech activity or events; Citywide Special Events will continue to be permitted through the City of Seattle Special Events Committee.
- Provide technical support to Community Organizations for planning, activation and programming efforts, to be determined by level of agreement.
- Be the recipient of any revenues generated through concessions or other means, but will work with Community Organization(s) to direct those revenues back to the parks covered in that Partnership Agreement to benefit programming and activation of those same sites.

## Park Locations

Proposals will be considered for the following five Lead Parks (numbers 1 through 5); additional nearby parks listed beside the Lead Parks (letters ‘a’ and ‘b’) may be added into proposals respectively. Proposals will be evaluated primarily on the strength of the overall proposal and the benefits brought to the Lead Park. Proposing a feasible, committed and sustainable plan to address the Solicitation Objectives (listed in Section III) for a single Lead Park is more important than covering multiple sites.

	<b>Lead Parks</b>	<b>a.</b>	<b>b.</b>
<b>1.</b>	<b><u>Bell Street Park</u></b> 1st to 5th Ave on Bell St Seattle, WA 98121	Belltown Cottage Park and Community Cottage 2512 Elliot Ave Seattle, WA 98121	Tilikum Place 2701 5th Ave, 98121 Seattle, WA 98121
<b>2.</b>	<b><u>Cascade Playground</u></b> 333 Pontius Ave N Seattle, WA 98107	Denny Park 100 Dexter Ave N Seattle, WA 98109	
<b>3.</b>	<b><u>Freeway Park</u></b> 700 Seneca St Seattle, WA 98101		
<b>4.</b>	<b><u>Victor Steinbrueck Park</u></b> 2001 Western Ave Seattle, WA 98121		
<b>5.</b>	<b><u>Hing Hay Park</u></b> 423 Maynard Ave S Seattle, WA 98104	International Children’s Garden 700 S Lane St Seattle, WA 98104	Kobe Terrace 650 Main St Seattle, WA 98104

## Anticipated Funding

SPR anticipates funding levels of \$200K - \$350K annually over a five year timeframe, subject to City Council approval.

Anticipated Annual Funding Available	2016	2017	2018	2019	2020
	\$200K	\$200K	\$300K	\$300K	\$350K

In 2016 and 2017 anticipated annual Partnership funding per Lead Park may vary from \$25K- \$46K depending on the individual proposal and at the discretion of SPR. After the first or second year, a multi-year agreement may be negotiated subject to City Council approval and authorization of the available funds under the Seattle Park District Investment Initiative 4.11 Urban Parks Partnership.

Interested parties may apply with a fiscal sponsor; they do not have to be 501(c)(3) nonprofit. Planning, activation and programming activities would be expected to be provided by the successful candidate(s) beginning in May or early June 2016.

### **Multiple Awards**

SPR would like to encourage Community Organizations interested in a common Lead Park to work together and collaborate on activation and programming strategies so as to prepare and submit one proposal per Lead Park.

With this solicitation, the City's intention is to award up to five Partnership Agreements, with no more than one Partnership Agreement for each of the Lead Parks listed above. The City reserves the right to make no or partial awards upon its own discretion.

## **II. RFP SCHEDULE**

January 28, 2016	Advertisement begins
February 3, 2016	RFP Pre-Submittal Conference (100 Dexter Ave North, 4:30pm-6:30pm)
February 19, 2016	Deadline for RFP questions to SPR
March 4, 2016	RFP Submittal due by 4:00 p.m.
Wk of March 7, 2016	RFP Evaluations
Wk of March 28, 2016	RFP Interviews – Optional by SPR
April, 2016	Notification
April, 2016	SPR and Partner(s) negotiate final short-term Partnership Agreement(s)

*Seattle Parks and Recreation reserves the sole rights to change these dates. Prospective candidates will be notified of any changes.*

## **III. SOLICITATION OBJECTIVES**

The City supports the goals of actively engaging Community Organizations in this partnership endeavor to create safe, welcoming and vibrant public spaces.

A committed, sustainable approach to park activation, programming and community engagement is more valuable than immediate results without a long-term plan. We encourage proposals that show a commitment to gaining and sustaining community collaboration and investment. Proposals may include, but should not be limited to, planning efforts and capacity-building to support the groundwork needed to ramp up activation and programming over time.

1. **Safe:** The parks are perceived to be safe to all members of the community, and efforts are in place to show progress towards achieving and maintaining an approximate annual average of 1:1 ratio between men and women in the parks over time. This ratio needs to be a goal but is not a first year requirement.
2. **Welcoming:** Activation and programming will be inclusive and reflect the perspective of the community as a whole, including underserved communities in the area, as

demonstrated and documented through ongoing communication tools and engagement strategies with the surrounding community, starting in 2016.

3. Vibrant: Active parks will offer a variety of amenities, activities, programs and/or events attracting patrons and providing multiple opportunities for positive use of the park space.
4. Public dollars will serve as seed money to build capacity within the community to expand activation and programming efforts, and develop a long-term sustainable vision for the parks.

#### **IV. SCOPE OF SERVICES**

##### **A. Develop a Long-Term Sustainable Plan**

A proposal may include planning efforts toward the creation of a long-term sustainable plan. Other City funds, such as Department of Neighborhoods Matching Fund Awards, may provide additional funding opportunities for such efforts. The successful Proposal(s) shall:

1. Develop and/or implement strategies and outreach methods to engage the surrounding community--ensuring that underserved communities are fully included in the process--so as to develop programming and activation that reflects the needs and interests of the community. Activation and programming needs to be relevant to the local community, be culturally inclusive of diverse perspectives and provide opportunities to bring people together in positive ways.
2. Develop and/or implement a fundraising plan and/or a budget to support ongoing park programming and activation, and to implement planning and engagement strategies.

##### **B. Programing and Activation**

The successful Proposal(s) shall:

1. Provide a varied array of programming, activation and events, designed to enhance the quality of life and enjoyment of neighborhood residents, workers, and visitors.

###### **a. Definition of terms**

- i. “Activation” means providing semi-permanent or regularly available amenities such as games, moveable furniture, seasonal flowers, ping-pong tables, temporary art, information kiosks, and other elements that create a welcoming atmosphere and encourage people to use the park for positive reasons.
- ii. “Programming” means providing scheduled activities and entertainment and associated staffing that bring participants to the parks, including without limitation, community events, classes, readings, musical performances, chess tournaments, or other open public activities.

2. Include strategies to secure supplies and materials that meet the specifications of the programs/activities offered.
3. Include strategies for supervision and oversight services to ensure sufficient personnel and general staffing necessary to promote and support the effective operation of any programs and events at the parks.
4. Include strategies for security services or other methods to protect property and to ensure effective operation of programs and events at the parks, as needed.

**C. Permitting, Fees and Code Compliance**

If the proposal anticipates generating revenue through concessions or other means, SPR must be the recipient of that revenue but will work with the Community Organization to direct those revenues to benefit programming and activation of the park(s) in the Partnership Agreement(s). The successful Proposal(s) shall:

1. Comply with all city, state and federal laws and regulations including all aspects of the Parks Code and the City's Sign Code, including codes pertaining to off-premises advertising.
2. Comply with SPR's standard permitting procedures for concessions, vending, and other revenue-generating activities. Acquire all scheduling and event permits through SPR's standard procedure.
3. Include SPR logo, with SPR approval, on all branding and marketing materials such as fliers, posters and websites.
4. Provide 1 million dollars in liability insurance that names the City and SPR as the certificate holder and additional insured.

**D. Report Outcomes and Assessment**

It is the responsibility of the Community Organization(s) to define and measure success through a variety of communication tools, surveys or other professionally implemented mechanisms. The successful Proposal(s) shall:

1. Conduct outreach that is inclusive of underserved communities to ensure planning, community feedback, measurements and assessments of the park activation, and programming includes the perspectives of the surrounding community as a whole. Report methods and outcomes in a bi-annual report to SPR.
2. Provide bi-annual reports to SPR on outcomes, measurements and assessments of activation and programming services, including, but not limited to, summary of programs and activities, detailed income and expenses, community surveys or other feedback tools, measurements to indicate the levels of participation in events and activities, and the average daily ratio of men to women.

3. Provide Women and Minority Owned Business Enterprises (WMBE) aspiration targets for contracts, vendors and concessions, and include status updates in the bi-annual reports.

## **V. SELECTION PROCESS/EVALUATION CRITERIA**

SPR will review submittals for responsiveness to the specifics of this Request for Proposals. Those submittals found responsive based on an initial review shall be considered for evaluation. The Consultant Questionnaire Form, including the Equal Benefits section, satisfactory financial responsibility, and other elements are screened in this step. A significant failure to perform on past City projects may also be considered in determining the eligibility of a Proposer.

SPR will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored. SPR may interview top ranked organizations following the proposal evaluation process. If applicable, interviews will be scored independently using the RFP evaluation criteria and then added to the proposal score for a final ranking. If interviews are conducted, they will be worth 100 additional points.

### **A. Proposal Evaluation Criteria**

Fiscal Capacity	25 points
Activation and Programming Plans	20 points
Inclusive Engagement and Outreach Plan	20 points
Long Term Sustainable Plan	25 points
Women and Minority Owned Business Enterprises (WMBE) aspiration targets	10 points

## **VI. RFP SUBMITTAL REQUIREMENTS**

This section details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with requirements or process set forth in this section. The City allows and will accept a hard copy or electronic proposal submission. Please choose either A. Hard Copy Submittal or B. Electronic Submittal format below, and then proceed with the remaining requirements C. through F.

### **A. Hard Copy Submittal**

Hard-copy responses should be submitted in a sealed box or envelope marked and addressed to the City contact person name (see below), with the solicitation title and number. If submittals are not marked, the Proposer risks the response being misplaced and not properly delivered. Hard copy submissions must be received by the deadline, **March 4, 2016, 4:00 pm.**

1. All submissions must include one original (1) unbound complete proposal, eight (8) bound copies, and one (1) electronic CD copy of the proposal by the deadline, **March 4, 2016, 4:00 p.m.** Address submissions to:



Seattle Parks & Recreation  
Susanne Rockwell  
6310 NE 74<sup>th</sup> Street, #109E  
Seattle, WA 98115

**B. Electronic Submittal**

1. An electronic submittal should be e-mailed with attachments to: [susanne.rockwell@seattle.gov](mailto:susanne.rockwell@seattle.gov) by the deadline, March 4, 2016, 4:00 p.m.
2. Title the subject line of the e-mail clearly.
3. The City e-mail system will allow emails, including their attachments, to take up to 12 Megabytes of size.
4. Any Proposer submitting an electronic version bears the responsibility and risk of an untimely, undelivered, or inaccessible email submission(s).
5. A Proposer may also submit a timely postmarked hard-copy to SPR, the hard copy will receive precedent review.

**C. Consultant Questionnaire Form (Mandatory)**

The City of Seattle requires that all RFP submittals complete the City's Consultant Questionnaire Form and include the form with your response. The Consultant Questionnaire can be downloaded from the following site:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>

**D. WMBE Inclusion Plan (Mandatory)**

The City of Seattle encourages RFP submittals to complete an aspirational WMBE Inclusion Plan and submit in the RFP response. The WMBE Inclusion Plan can be publically downloaded at:

[http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan\\_ConsultantContracts.docx](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConsultantContracts.docx)

**E. Legal Name and Current City of Seattle Business License (Mandatory)**

Submit a certificate, copy of web-page, or documentation from the Secretary of State in which you incorporated that shows your company's legal name. Many companies use a "Doing Business As" name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>.

**F. Cover Sheet**

Please provide a cover sheet on your organization's letterhead that includes all relevant contact information for your organization, including but not limited to, the name of the contact person, their phone and fax numbers; the name of the Lead Park and any additional parks, if included,

in which you are proposing to provide activation and programming; and a brief, concise summary of your proposed plan.

**G. Proposal Response to Partnership Questionnaire (Mandatory)**

The Partnership Questionnaire (below) is in addition to the Consultant Questionnaire Form listed above.

**VII. PARTNERSHIP QUESTIONNAIRE**

Refer to the Solicitation Objectives and Scope of Work sections when responding to the Partnership Questionnaire below.

1. **Fiscal Capacity:** Public dollars will serve as seed money to build capacity within the community to expand activation and programming efforts and to develop a long-term sustainable vision for the park(s). (25 points)
  - a. Provide a draft budget, including and addressing the amount of funds requested. Awards may vary from \$25K-\$46K.
  - b. Describe how your Community Organization will leverage public dollars and investment into a sustainable, long-term plan for the Lead Park and any additional parks, if included. We encourage proposals that show a commitment to gaining and sustaining community collaboration and investment.
  - c. Provide demonstrated proof that your Community Organization has the fiscal capacity to implement the plan proposal, either through organization history, documentation of funds in hand, documentation that funds are committed, or other such examples.
2. **Programming and Activation Plans:** A vibrant park generally includes a variety of amenities, activities, programs and/or events to attract patrons and provide multiple opportunities for positive use of the park space. (20 points)
  - a. Describe how your Community Organization will provide activation and programming for the Lead Park, that increases opportunities for positive public use and enjoyment of these urban parks, and ensures events and activities are appropriate to the size of the relevant park and to the overall mission of public access and enjoyment.
  - b. Describe how the activation and programming plan will support the goal of attaining an approximate annual average of 1:1 ratio between men and women in the parks over time; and describe how you will measure outcomes to show progress towards achieving and maintaining this goal. This ratio needs to be a goal but is not a first year requirement.

3. **Inclusive Engagement and Outreach:** A welcoming park will provide activation and programming that is inclusive and that reflects the perspectives of the surrounding community, including underserved communities in the area. Proposals may include efforts to develop such community involvement. (20 points)
  - a. Describe the strategies and outreach methods you will use to engage the surrounding community so as to develop programming and activation that reflects the community's needs and interests; how you will collect ongoing, follow-up feedback from the community regarding programs and activation you have implemented; and how you will ensure that underserved communities in the area are fully included in the process. Include how you will document that engagement and feedback to include in your bi-annual reports.
  - b. Describe how activation and programming will be relevant to the local community, be culturally inclusive of diverse perspectives, and provide opportunities to bring people together in positive ways.
4. **Long-Term Sustainable Plan:** A committed, sustainable approach to park activation, programming and community engagement is more valuable than immediate results without a long-term plan. Proposals may include, but should not be limited to, planning efforts and capacity-building to support the groundwork needed to develop a long-term sustainable plan for the Park Site, and to ramp up activation and programming over time. (25 points)
  - a. Describe your Community Organization's strategies to implement a long-term sustainable plan for activation and programming of the Park(s).
    - i. If your Community Organization has already developed a plan, please describe how the investment of public funds will implement that plan over time.
    - ii. If your Community Organization intends to use a portion of the public funds for community planning and capacity-building, please describe.
5. **WMBE Aspiration Targets:** Provide Women and Minority Owned Business Enterprises (WMBE) aspiration targets for contracts, vendors and concessions. (10 points)

## **VIII. NEGOTIATIONS**

The City may open discussions with the apparent successful Community Organization(s), to negotiate modifications to the proposal or the Partnership Agreement, to align the proposal or Partnership Agreement to meet City needs within the scope sought by the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law, including: Equal Benefits, Audit (review of vendor records), WMBE and EEO, Confidentiality and Debarment. Exceptions to those provisions will be summarily disregarded. The City does not intend on

engaging in lengthy negotiations and will require the finalization of the Partnership Agreement(s) to reflect the scope, requirements and terms set forth in this RFP.

SPR reserves the right to refuse or accept any and all proposals and to award contracts that are most advantageous to the city. SPR's decision of the successful proposer(s) is final. Any protest of SPR's decision must follow the Protest Procedure referenced in Section X below.

The City will score the proposals, determine the highest qualified and responsive proposals, and will interview the Proposers, if interviews are necessary, and make a final recommendation to SPR Superintendent regarding awarding the agreements to the most qualified service provider(s) that offers the best services and management plans.

## **IX. PARTNERSHIP AGREEMENT TERMS AND CONDITIONS**

Community Organization(s) willing to provide activation, programming and/or planning services, activities and events at the Parks will be required to enter into a Partnership Agreement with the City of Seattle. The Partnership Agreement terms shall initially be for approximately 8-months.

Community Organization(s) shall adhere to the City's standard terms and conditions, which will be provided to the proposer(s) who is/are successfully awarded the opportunity to enter into a Partnership Agreement with the City. The terms and conditions of the Partnership Agreement(s) will generally reflect that the Community Organization(s) will function as an independent contractor while providing activation and programming services, planning, activities and events of the Park Site Locations. The City will maintain ownership of all Park properties at all times of the partnership with the Community Organization(s), and will also continue to permit all events, Free Speech activity or events at the park and permit Citywide Special Events through the City of Seattle Special Events Committee. The standard terms and conditions shall include the terms and conditions as provided in **Appendix 1 – Seattle Parks Urban Parks Partnership RFP: Terms and Conditions for First Amendment Activities and Indemnification.**

## **X. PROTEST PROCEDURE**

Interested parties that wish to protest any aspect of this RFP selection process must provide written notice to the City Project Manager for this solicitation. The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. Please see the City website at: <http://www.seattle.gov/business/WithSeattle.htm>.

Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and proposers bear the responsibility to seek information and submit any protests timely.

## **XI. UPDATED INFORMATION**

General information regarding the Park Site locations, Urban Parks Initiative, and successful community partnerships can be found on the SPR website, available at <http://www.seattle.gov/parks/partnerships/> .

SPR's responses to Proposer questions and requests for additional information and/or RFP changes will only be posted on the Seattle Parks and Recreation's website. Please check often for updates at the following website address: <http://www.seattle.gov/parks/partnerships/rfp.htm> .

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

**By responding to this Request for Proposal, Proposer has read and understands all of the information and documents within this RFP.**

**SEATTLE PARKS URBAN PARKS PARTNERSHIP RFP: APPENDIX 1**  
**TERMS AND CONDITIONS FOR FIRST AMENDMENT ACTIVITIES AND INDEMNIFICATION**

**Activation and Programming Services: First Amendment Activities Protected**

- i. SPR will regulate the permitting of, and maintain responsibility for, all free speech activities and events in the Lead Park Sites, in accordance with applicable City rules and regulations.
- ii. Community Organization recognizes that the Lead Park Sites are traditional public forums for purposes of the First Amendment of the U.S. Constitution and Article 1, Section 5 of the Washington Constitution.
- iii. Community Organization will comply with SPR instructions regarding any rules, policies or practices or actions of Community Organization relating to free speech events occurring in the Parks. Community Organization will follow all City policies, practices, rules and laws regarding the regulation of speech in City parks that are provided to Community Organization by the City.
- iv. Community Organization will immediately forward any applications or requests for free speech activities or events to SPR.
- v. Community Organization will work cooperatively with SPR to accommodate free speech events and will provide SPR with clear and accurate information regarding time, location, equipment, and expected attendance for events and programming scheduled by Community Organization so that SPR may determine whether the available space can accommodate a free speech event.
- vi. Community Organization shall configure amenities and furniture in such a manner as to allow free speech events such as rallies and assemblies to occur safely.
- vii. In performance of all other services in the Partnership Agreement, Community Organization agrees not to regulate or manage Expressive activity or other First Amendment activities in Lead Park Sites. Community Organizations will be fully responsible, legally liable, and hold the City harmless for any First Amendment violations that the Community Organization commit during performance of the Partnership Agreement.

**INDEMNIFICATION**

- A. Community Organization releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of Community Organization's performance or nonperformance of the services to be provided under the Partnership Agreement attributable to the acts or omissions, willful misconduct, or breach of the Partnership Agreement by Community Organization, or Community Organization's sub consultants, servants, agents, officers or employees. Community Organization's indemnification obligations shall not be eliminated or reduced by any alleged negligence on

the part of the City. This obligation to defend and indemnify the City also extends to any claims of discrimination, retaliation, harassment, and all other employment-related claims arising from the conduct of any Community Organization agent or employee. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, Community Organization waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. Community Organization acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract amount reflects this negotiation.

- B. Community Organization shall defend and hold the City harmless for any and all claims made against the City for any violations of the First Amendment of the U.S. Constitution or Article 1, Section 5 of the Washington Constitution, related to restrictions imposed by Community Organization on an applicant for a free speech event that are not approved in advance by the City or that arise out of Community Organization's performance or nonperformance of the services to be provided under the Partnership Agreement. Upon the receipt of or service on the City of any such claim, lawsuit, demand or any other such complaint based on such restrictions imposed without SPR's approval, the City may tender the defense to Community Organization. Upon the tender of such defense, Community Organization shall vigorously and thoroughly prosecute such defense on the City's behalf. Community Organization shall be responsible for and shall pay any and all amounts incurred by the City as a result of any such claim, lawsuit, demand or any other such complaint, including, but not limited to, the amount of any judgments, costs, fines, damages and attorneys' fees charged against the City.
- C. The indemnification provisions shall survive any termination or expiration of the Partnership Agreement.